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5

6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**

8
9 **SOHEILA S GOORAN,**

10 Plaintiff,

11 vs.

12 US BANK, N.A. *also known as*
13 CARDMEMBER SERVICES; and
14 DOES 1 to 10 inclusive

15 Defendant.

Case No.:

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

1. TCPA, 47 U.S.C. § 227

2. Cal Civ. Code § 1788

(Unlawful Debt Collection Practices)

16 **COMPLAINT AND DEMAND FOR JURY TRIAL**

17 Plaintiff, Soheila S Gooran (Plaintiff), through her attorneys, alleges the
18 following against Defendant, US Bank, N.A. *also known as* Cardmember Services,
19 (Defendant):
20

21 **INTRODUCTION**

22 1. Count I of Plaintiff's Complaint is based upon the Telephone Consumer
23 Protection Act ("TCPA"), 47 U.S.C. § 227. The TCPA is a federal statute
24 that broadly regulates the use of automated telephone equipment. Among
25

1 other things, the TCPA prohibits certain unsolicited marketing calls, restricts
2 the use of automatic dialers or prerecorded messages, and delegates
3 rulemaking authority to the Federal Communications Commission (“FCC”).

- 4
5 2. Count II of Plaintiff’s Complaint is based upon Rosenthal Fair Debt
6 Collection Practices Act (“RFDCPA”), CAL. CIV. CODE § 1788, which
7 prohibits debt collectors from engaging in abusive, deceptive and unfair
8 practices in connection with the collection of consumer debts.

9
10 **JURISDICTION AND VENUE**

- 11 3. Plaintiff resides in the State of California, and therefore, personal
12 jurisdiction is established.
- 13 4. Jurisdiction of the court arises under 28 U.S.C. § 1331 and 47 U.S.C.
14 § 227.
- 15
16 5. Venue is proper pursuant to 28 U.S.C. 1391(b)(2) in that a substantial part
17 of the events or omissions giving rise to the claim occurred in this District.

18 **PARTIES**

- 19
20 6. Plaintiff is a natural person residing in Reseda, Los Angeles, County,
21 California.
- 22 7. Plaintiff is a debtor as defined by *Cal. Civ. Code § 1788.2(h)*.
- 23
24 8. Defendant US Bank, N.A. *also known as* Cardmember Services (hereinafter
25 “US Bank”) is a Minnesota corporation, headquartered in the State of

1 Minnesota, with its Corporate Office located at 800 Nicollet Mall,
2 Minneapolis, MN 55402. Defendant is a debt collector as that term is defined
3 by *Cal. Civ. Code §1788.2(c)*, and sought to collect a consumer debt from
4 Plaintiff.
5

- 6 9. Defendant acted through its agents, employees, officers, members, directors,
7 heirs, successors, assigns, principals, trustees, sureties, subrogees,
8 representatives, and insurers.
9

10 **FACTUAL ALLEGATIONS**

- 11 10. Defendant is attempting to collect a debt from Plaintiff.
- 12 11. In an attempt to collect on one or more alleged consumer accounts, Defendant
13 began calling Plaintiff on her cellular phone number (818) 632-3378 in or
14 around September 2015 from the following numbers: (800) 236-9454; (877)
15 838-4347 and (800) 236-4188; upon information and belief these numbers
16 are owned or operated by Defendant.
17
- 18 12. On or about November 7, 2015, at 9:03 a.m. Plaintiff answered a call from
19 (877) 838-4347 and unequivocally revoked consent to be contacted on her
20 cellular telephone regarding this debt.
21
- 22 13. On or about December 14, 2015, at 12:37 p.m. Plaintiff answered a second
23 call from (800) 236-9454 and unequivocally revoked consent to be contacted
24 on her cellular telephone regarding this debt a second time.
25

- 1 14. On or about December 28, 2015, at 6:56 p.m. Plaintiff answered a third call
2 from (800) 236-9454 and unequivocally revoked consent to be contacted on
3 her cellular telephone regarding this debt a third time.
- 4 15. On or about February 4, 2016, at 4:04 p.m. Plaintiff answered a fourth call
5 from (800) 236-9454 and unequivocally revoked consent to be contacted on
6 her cellular telephone regarding this debt a fourth time.
- 7 16. Between November 10, 2015 to November 30, 2015, Plaintiff was called no
8 less than seventy (70) times after having repeatedly unequivocally revoked
9 consent to be contacted on her cellular phone regarding this debt.
- 10 17. Between December 1, 2015 to December 30, 2015, Plaintiff was called no
11 less than One hundred twenty-eight (128) times after having repeatedly
12 unequivocally revoked consent to be contacted on her cellular phone
13 regarding this debt.
- 14 18. Between January 1, 2016 to January 30, 2016, Plaintiff was called no less
15 than one hundred sixty-five (165) times after having repeatedly
16 unequivocally revoked consent to be contacted on her cellular phone
17 regarding this debt.
- 18 19. Between February 1, 2016 to February 29, 2016, Plaintiff was called no less
19 than One Hundred (100) times after having repeatedly unequivocally revoked
20 consent to be contacted on her cellular phone regarding this debt.
- 21
22
23
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1 20. Between March 1, 2015 to the date of this complaint, Defendant has
2 continued to contact Plaintiff no less than forty (40) times after having
3 repeatedly unequivocally revoked consent to be contacted on her cellular
4 phone regarding this debt.

5
6 21. In total, US Bank contacted Plaintiff not less than Five Hundred Fifty (550)
7 times after Plaintiff unequivocally revoked consent to be contacted.

8 22. Plaintiff's counsel sent US Bank a letter of representation and settlement
9 letter regarding the TCPA and RFDCPA violations on March 28, 2016 via
10 USPS Certified Mail.
11

12 23. Upon information and belief, the letter of representation and demand was
13 received by Defendant on or about April 2, 2016.

14 24. Upon information and belief, Plaintiff continued to receive approximately
15 four (4) collection calls from Defendant thru April 7, 2016 after having
16 received the demand letter.
17

18 25. As a result of Defendants conduct, Plaintiff has sustained actual damages
19 including but not limited to, emotional and mental pain and anguish.
20

21 **COUNT I**

22 **(Violations of the TCPA, 47 U.S.C. § 227)**

23
24 26. Plaintiff incorporates by reference all of the above paragraphs of this
25 Complaint as though fully stated herein.

1 27. Defendant violated the TCPA. Defendant's violations include, but are not
2 limited to the following:

3 a. Within four years prior to the filing of this action, on multiple
4 occasions, Defendant violated TCPA 47 U.S.C. § 227 (b)(1)(A)(iii)
5 which states in pertinent part, "It shall be unlawful for any person
6 within the United States . . . to make any call (other than a call made
7 for emergency purposes or made with the prior express consent of the
8 called party) using any automatic telephone dialing system or an
9 artificial or prerecorded voice — to any telephone number assigned to
10 a . . . cellular telephone service . . . or any service for which the called
11 party is charged for the call.
12

13 b. Within four years prior to the filing of this action, on multiple
14 occasions, Defendant willfully and/or knowingly contacted Plaintiff at
15 Plaintiff's cellular telephone using an artificial prerecorded voice or
16 an automatic telephone dialing system and as such, Defendant
17 knowing and/or willfully violated the TCPA.
18
19
20

21 28. As a result of Defendant's violations of 47 U.S.C. § 227, Plaintiff is
22 entitled to an award of five hundred dollars (\$500.00) in statutory
23 damages, for each and every violation, pursuant to 47 U.S.C. §
24 227(b)(3)(B). If the Court finds that Defendant knowingly and/or willfully
25

1 violated the TCPA, Plaintiff is entitled to an award of one thousand five
2 hundred dollars (\$1,500.00), for each and every violation pursuant to 47
3 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

4
5 **COUNT II**

6 **(Violation of the Rosenthal Fair Debt Collection Practices Act, CAL. CIV.**

7 **CODE § 1788)**

8 29. Plaintiff incorporates herein by reference all of the above paragraphs of this
9 complaint as though fully set forth herein at length.

10 Defendant violated the RFDCPA. Defendant's violations include, but are
11 not limited to, the following:

- 12 (a) Defendant violated CAL. CIV. CODE § 1788.11(d) by causing a
13 telephone to ring repeatedly or continuously to annoy the person
14 called; and
15
16 (b) Defendant violated CAL. CIV. CODE § 1788.11(e) by communicating,
17 by telephone or in person, with the debtor with such frequency as to be
18 unreasonable and to constitute a harassment to the debtor under the
19 circumstances; and
20
21 (c) Defendant violated CAL. CIV. CODE § 1788.17 by collecting or
22 attempting to collect a consumer debt without complying with the
23
24
25

1 provisions of Sections 1692b to 1692j, inclusive, of . . . Title 15 of the
2 United States Code (Fair Debt Collection Practices Act).

3 i. Defendant violated CAL. CIV. CODE § 1788.17 by violating
4 15 U.S.C. § 1692d by engaging in conduct, the natural
5 consequence of which is to harass, oppress or abuse any
6 person in connection with the collection of the alleged debt;
7 and
8

9 ii. Defendant violated CAL. CIV. CODE § 1788.17 by violating
10 15 U.S.C. § 1692d(5) by causing Plaintiff's phone to ring or
11 engaging Plaintiff in telephone conversations repeatedly;
12 and
13

14 iii. Defendant violated CAL. CIV. CODE § 1788.17 by violating
15 15 U.S.C. § 1692f by using unfair or unconscionable means
16 in connection with the collection of an alleged debt.
17

18 30. Defendant's acts, as described above, were done intentionally with the
19 purpose of coercing Plaintiff to pay the alleged debt.
20

21 31. As a result of the foregoing violations of the RFDCPA, Defendant is liable
22 to Plaintiff for declaratory judgment that Defendant's conduct violated the
23 RFDCPA, actual damages, statutory damages, and attorneys' fees and costs.
24
25

1 WHEREFORE, Plaintiff, SOHEILA S GOORAN, respectfully requests judgment
2 be entered against Defendant, U.S. BANK, N.A., for the following:

3 A. Statutory damages pursuant to the Rosenthal Fair Debt Collection
4 Practices Act, Cal. Civ. Code §1788.30(b), and TCPA 47 U.S.C
5 §227(b)(3)(B);
6

7 B. Costs and reasonable attorneys' fees pursuant to the Rosenthal Fair
8 Debt Collection Practices Act, Cal. Civ Code § 1788.30(c), and
9

10 C. Any other relief that this Honorable Court deems appropriate.

11 RESPECTFULLY SUBMITTED,

12 Dated: April 25, 2016

By: /s/ Stuart Price

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